

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE		PAGE 1 OF 29 PAGES		
2. AMENDMENT/MODIFICATION NO. 0001		3. EFFECTIVE DATE 09/10/98		4. REQUISITION/PURCHASE REQ. NO. W59XQG81690614		5. PROJECT NO. (If applicable)	
6. ISSUED BY US ARMY CORPS OF ENGINEERS CONTRACTING DIVISION 215 NORTH 17TH STREET OMAHA NE 68102-4978		CODE		7. ADMINISTERED BY (If other than Item 6)		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)				(✓)		9A. AMENDMENT OF SOLICITATION NO. DACA45-98-R-0024	
				X		9B. DATED (SEE ITEM 11) 09/09/98	
						10A. MODIFICATION OF CONTRACTS/ORDER NO.	
						10B. DATED (SEE ITEM 13)	
CODE		FACILITY CODE					

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☒ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☒ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning 1 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(✓)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☐ is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Solicitation DACA45-98-R-0024, Privatization of Military Family Housing at Fort Carson, Colorado is amended as follows:

1. Replace Attachment 1 with revised Attachment 1 in its entirety; and
2. Replace Page 2-25 with revised Page 2-25.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
15B. CONTRACTOR/OFFEROR _____ (Signature of person authorized to sign)		16B. UNITED STATES OF AMERICA BY _____ (Signature of Contracting Officer)	
15C. DATE SIGNED		16C. DATE SIGNED	

**Privatization of Military Family Housing
Fort Carson, Colorado**

Solicitation No. DACA45-98-R-0024

**Attachment 1
Instructions to Offerors
and
Evaluation Factors for Award**

INSTRUCTIONS TO OFFERORS

1. PROPOSAL INFORMATION. The Offeror shall submit in the proposal, all required information specified in this RFP. All information shall be confined to the appropriate volume. The original proposal shall be signed by an individual having authority to enter into a contract based on the submitted proposal. An additional signed copy of the face page shall be submitted. The Offeror shall confine the proposal to essential matters that are sufficient to define the offer and provide an adequate basis for evaluation. The requested information represents the minimum proposal requirements. In addition to the Volumes identified below, Offerors should note that Standard Form 33 and the Representations, Certifications and Other Statements of Offerors, pages 12-13 through 12-23, must be completed and returned with the proposal.

2. PROPOSAL SUBMITTAL LOCATION. The proposals shall be submitted in paper media. Proposals will be received until 4:00 P.M. CST, 7 January 1999 at the following location:

U.S. Army Corps of Engineers, Omaha District
ATTN: CENWO-CT
215 N. 17th Street, Room 1614
Omaha, NE 68102-4978

Offerors are cautioned that any proposal received late will not be considered unless late receipt is due to one of the conditions identified in the clause at FAR 52.215-1, paragraph (c)(3). Recipients of this solicitation not responding with an offer should advise the issuing office by letter, postcard, or E-mail their desire to receive future solicitations of the same nature.

3. PRE-PROPOSAL CONFERENCE/SITE VISIT. A Pre-Proposal Conference/Site Visit is scheduled to be held on 20-21 October 1998 at the Sheraton Colorado Springs Hotel, 2886 S. Circle Drive, Colorado Springs, CO 80906. Hotel/motel reservations are the attendees' responsibility. Rooms may be reserved at the Sheraton by calling 719-576-5900, or by contacting another hotel/motel of choice. The Government has not set aside a block of rooms at the Sheraton and therefore, cannot guarantee vacancy. Registration begins at 8:00 a.m. and the conference begins at 9:00 A.M. Offerors are encouraged to attend this conference and inspect the site where services are to be performed, and to satisfy themselves regarding all general and local conditions that may affect their proposal. Failure to attend the Pre-Proposal Conference/Site Visit will not relieve Offerors from responsibility for estimating properly the difficulty or cost of performing the work. Registration for the conference is required and may be made by providing company name, address, telephone and fax numbers, and number of participants to Loreen Blume, (402) 221-4265, or Leigh Ann Lucas, (402) 221-4854, or telefax to (402) 221-4530 by 16 October 1998. Registrations may be sent by electronic mail to the above at loreen.k.blume@nwo02.usace.army.mil or leigh.a.lucas@nwo02.usace.army.mil. Questions to be addressed by Offerors at the Pre-Proposal Conference/Site Visit shall be submitted in advance in writing to the office of the Commander:

U.S. Army Corps of Engineers, Omaha District
ATTN: CENWO-CT
215 N. 17th Street, Room 1614
Omaha, NE 68102-4978
FAX: (402) 221-4530

A "Documents Information Room" is located at the Housing Office, Building 7301, Fort Carson, Colorado 80913-5000. The Documents Information Room contains copies of documents which may be valuable in preparation of proposals. Offerors are invited and encouraged to review the resources available at this location between the hours of 9:00 A.M. and 4:00 P.M. MST, Monday through Friday, except Federal holidays. Appointments are recommended and can be requested by contacting MSgt Stafford at (719) 526-2323 or faxed to (719) 526-8482.

4. OFFEROR'S QUESTIONS AND COMMENTS. All questions and comments shall be submitted in writing to U.S. Army Corps of Engineers (USACE) no later than 20 calendar days prior to the date set for receiving proposals as stated on the Standard Form 33. All changes to the solicitation based on questions and comments, shall be incorporated by amendment, as appropriate. Questions and/or comments related to this solicitation shall be submitted to the following:

U.S. Army Corps of Engineers, Omaha District
ATTN: CENWO-CT
215 N. 17th Street
Omaha, NE 68102-4978
Fax: (402) 221-4530

The U.S. Army Corps of Engineers, Omaha District home page on the Internet (<http://ebs.nwo.usace.army.mil/ebs/contract.htm>) may be accessed for written questions and/or comments from Offerors. Questions and comments will be reviewed and responded to in a timely manner. All changes to the solicitation based on questions and comments received, shall be incorporated by amendment, as appropriate, and will be distributed to all Offerors on the Bidder's Mailing List.

5. PROPOSAL EXPENSES AND PRECONTRACT COSTS. This Request for Proposal does not commit the Government to pay for costs incurred for the preparation and submission of a proposal or any other costs incurred prior to execution of the Contract.

6. PROPOSAL FORMAT. All proposals shall contain the requirements stated herein and every volume shall also contain:

- a. Cover of each volume shall be identified by the appropriate volume number.
- b. Offeror's name, address, signature and telephone number shall appear on any documents to be evaluated.
- c. Table of Contents.

- d. List of Tables.
- e. List of Figures.
- f. List of Appendices.

g. Volume number and date submitted in bottom right-hand corner of each page (along with the revision number for the amended page, if necessary). Proposal revisions shall be submitted as replacement pages with revisions clearly identifiable, (e.g., bold, italics, or underlined print) and submitted in the same number of copies as the original proposal.

h. Letter character pitch can be either 10 or 12-point.

i. Proposal clarity, organization (as specified in the solicitation), overall page limitation, and cross referencing is mandatory. Offerors shall provide any other narrative or supporting materials that may be necessary for the Government to fully understand the proposal. No material shall be incorporated by reference. The Offeror's proposal in response to this RFP shall be formatted and submitted as shown in Table 1.

TABLE 1 - PROPOSAL FORMAT			
	*Suggested Maximum Limit of Pages per Volume	Number of Required Proposals	
Proposal Document	Page Limit	Original	Copies
Volume I - Technical Plan	170	1	3
Volume II - Financial Plan	120	1	3
Volume III - Management Plan	210	1	3
Volume IV - Past Performance	40	1	3
Volume V - Utilization of Small Business Concerns	10	1	3
**Required Maximum Limit of Pages per Entire Proposal	550	---	---

PROPOSAL NOTES:

a. The total number of pages does not include the Executive Summary, Table of Contents, List of Tables, List of Figures, List of Appendices, Sample Plans or Design Documents. Detailed Summaries for the cash flow proforma analysis shall count in the page count for Volume II, but supplemental pages of the 50-year cash flows may be included as an attachment and shall not count in the page count. Excessive documentation is discouraged. Folded pages (11"x14") used for spreadsheets shall count as one (1) page.

b. The Offeror may vary the number of pages per volume; however, the total number of pages shall not exceed 550 pages.

c. Firms not wanting data contained in proposals to be disclosed by the Government, shall follow the procedures specified in FAR 52.215-1(e), "Restriction on Disclosure and Use of Data."

d. Proposals must set forth full, accurate, and complete information as required by this RFP (including attachments). The penalty for making false statements is prescribed in 18 U.S.C. 1001.

7. METHOD OF PROCUREMENT.

The U.S. Army Corps of Engineers intends to procure this requirement on a COMPETITIVE PROPOSAL basis, using best value techniques inclusive of past performance evaluation, in accordance with the provisions set forth in the Request for Proposal (RFP). A Firm-Fixed-Price Contract will be awarded to the responsible Offeror whose proposal represents the best value to the Government after evaluation, all factors considered (i.e., technical, financial, management, past performance, and utilization of small business concerns). It is strongly recommended that the provisions stated in this RFP be carefully studied prior to assembly of the proposal.

8. ORAL PRESENTATIONS. Offerors submitting proposals shall be given an opportunity to give an oral presentation after the date and time specified for receipt of proposals. Oral presentations shall be held at the U.S. Army Corps of Engineers, Omaha District offices. Offerors shall be limited to one hour to present an overview of their proposal. Oral presentations are optional and will not be evaluated or rated. The purpose of allowing oral presentations is not to take the place of discussions or clarifications, nor is it an opportunity for open discussion regarding Offerors' proposals. Offerors submitting proposals shall be contacted by the U.S. Army Corps of Engineers, Omaha District, Contracting Division after the date and time specified for receipt of proposals has past. At that time, a date and time shall be arranged for the Offeror's oral presentation, if desired by the Offeror.

9. PROPOSAL CONTENTS. For the purposes of evaluation of proposals, the following information must be provided in all Offerors' proposals. All volumes will be evaluated and rated, and a competitive range may be established with those offers determined to provide the best value for the Government.

a. **VOLUME I - TECHNICAL PLAN.** The Offeror shall submit the required information in Volume I as listed below:

(1) DESIGN PLAN. Construction of 840 new housing units shall be completed within a maximum of four years after date of contract award. Renovation of the existing 1,823 units shall be completed within a maximum of five years after date of contract award. The design plan shall consist of the following elements regarding the new construction and renovations.

(a) DWELLING DESIGN. The Offeror shall submit single-page, off the-shelf designs as available in the commercial real estate market. Designs shall be submitted for each style of home shown in the site design documents. The typical housing styles (i.e., single family dwelling, townhouse, etc.), recommended quantities of each style, and recommended square footage are shown in the Description/Specifications/Work Statement section of this RFP. (See Attachment #2, paragraph 5.e.(3) for Government preferences). Submission shall include floor plans, all exterior elevations, and plans for units designated to be handicap accessible.

(b) SITE DESIGN. Site design documents shall include, but not be limited to, drawings reflecting the entire community to include the locations of housing units (and types of units), infrastructure installation, utility tie-in points, road locations, green spaces, play-lots and playgrounds.

The proposal design documents shall consist of drawings and specifications. Drawings shall be drawn on 28" x 40" format for full-size drawings. Provide an index of drawings. As a minimum, the drawings shall include:

(i) Conceptual Sketch Site Plans - Scale 1" = 100', show site layout:

- Layout information (structures and housing)
- Landscaping.
- Driveways.
- Patios, fencing and walks.
- Parking.
- Recreation areas.
- Exercise trails.

(ii) Conceptual Sketch Utility Plans (Water, Sanitary Sewer, Electrical and Gas) - Scale 1" = 100': Layout of main utility lines with preliminary sizes and fire hydrant locations.

(iii) Conceptual Sketch Grading and Drainage Plans - Scale 1" = 100':

- Existing topography and proposed grading.
- Preliminary grades of roads and around housing units.
- Storm Drainage system with preliminary sizes.

(iv) Site Layout Plan. Provide a site layout plan at a scale of 1" = 50' of a typical grouping or arrangement of housing units. Show this representative area with streets, driveways, parking areas, sidewalks, dwelling unit layout, landscape, and utilities systems.

(c) UNIT RENOVATION PLAN. Project schedule and narrative description indicating the Offeror's initial plans to renovate the existing 1,823 housing units, or the Offeror's plans to demolish the existing housing units and replace with additional new housing units. Renovations must be completed within a maximum of five years of date of contract award. Offerors proposing to demolish and replace may receive a higher rating during evaluation.

Also, include narrative description of each housing unit type with listing of optional renovations (i.e., addition of garages, carports, exterior building repairs, decks, patios, installed lawn sprinklers, new floor coverings).

(d) DESIGN ANALYSIS. Briefly provide basis for design of houses, roads and utility systems and give preliminary design calculations.

(2) MAINTENANCE PLAN. The Offeror shall provide maintenance of all existing housing units and new housing units for the term of the Contract. Items to be included in the Maintenance Plan are outlined in Attachment #2, Page 2-15, Paragraph 5.h. The Offeror shall provide a narrative of how their routine maintenance is scheduled, response time to tenant requests and/or requirements for repairs, emergency procedures, etc.

(3) FUTURE RENOVATION PLAN (OUT-YEARS). The Offeror shall provide a narrative and/or drawings of future renovations throughout the 50-year contract term. The Offeror shall state the criteria to be used to determine when another comprehensive renovation will be required in order to keep the housing units in suitable condition for military families.

(4) CONSTRUCTION PLAN.

(a) PHASING PLAN. Provide as part of the Schedule a phasing plan detailing how the construction of 840 new housing units and renovation of 1,823 existing housing units will be accomplished without reducing available units for occupancy below the current level of 1,823 housing units. The phasing plan shall describe the scheduled construction and renovations, including such details as to how tenants will be moved from existing housing units into newly constructed housing units. Proposals which demonstrate a feasible, more aggressive construction and renovation schedule shall receive a higher rating.

(b) QUALITY ASSURANCE/QUALITY CONTROL PLAN. The Offeror shall submit detailed Quality Assurance and Quality Control Plans outlining the Offeror's standard and specific Quality Assurance/Quality Control practices.

The Offeror shall submit their Quality Assurance and Quality Control Plans for each of the following: 1) Construction of 840 housing units; 2) Renovation, or demolition and replacement, of 1,823 existing housing units; and, 3) Management and maintenance for all housing units and the surrounding common areas. Also, provide the name of the certified inspection service to be utilized to inspect all construction and renovation.

The Offeror's Quality Assurance/Quality Control Plans shall include, as a minimum, the following information concerning its Quality Assurance/Quality Control procedures:

(i) The Offeror's Corporate Quality Control Document.

(ii) One example of the Offeror's Quality Control Plan used by the Offeror during a project similar to this RFP.

(iii) The Offeror's Standard Operating Procedures (SOPs) for the maintenance of all housing units detailing procedures for tracking deficiencies and corrective actions.

(iv) The Offeror's Standard Operating Procedures for performing, documenting and enforcing the quality control operations of both prime and subcontract work including proposed forms for approval, and indicate who will prepare, sign and submit the forms.

b. **VOLUME II - FINANCIAL PLAN.** The Offeror shall submit the required information in Volume II as listed below:

(1) Total Project Costs. Total project costs relative to the quality of the proposed development and the price per square foot for the renovation, new construction and the related infrastructure costs. *See Attachment 1, Exhibit C, Statement of Development Sources and Uses of Funds Proforma and Development Budget Proforma, for mandatory proforma format.

- (a) Hard and soft costs identified, in detail.
- (b) Developer costs separately identified, in detail.
- (c) Total costs identified and reasonably based on industry standards.

(2) Sources and Uses of Equity (amount and timing). Offerors shall present all sources and uses of equity, including but not limited to, cash contributions, cash flow from operations during construction, interest on unutilized loan proceeds, and any deferral of fees due the Offeror.

(3) Conditional Loan Commitment. The conditional loan commitment, on lender letterhead, is to include at a minimum the following:

- (a) Debt service coverage ratio.
- (b) Amount of loan.
- (c) Interest rate (fixed or variable) with interest rate exposure mitigation.
- (d) Recourse vs. Non-recourse (full or partial).
- (e) Loan Maturity.
- (f) Amortization period.
- (g) Points and fees.
- (h) Whether the Government offered enhancement of a guarantee in the event of base closure, downsizing or major deployment will be required. Choice of whether allotment or electronic transfer will be used is at the Government's discretion. The decision will be provided prior to contract award.
- (i) Borrower and Lender Applications for Loan Guaranty. Completion of the forms at Attachment 1, Exhibits A and B, respectively, are required at the time of proposal submission, if the Loan Guaranty is utilized. Failure to complete the forms may render the proposal materially deficient and ineligible for contract award.

This relates to the construction period loan and permanent financing arrangements.

FINANCING CONTINGENCY: At the time of Offeror's final revised proposal, permanent and construction financing on the project shall be subject only to contract award by award by the U.S. Army.

(4) **Affect of Interest Rate Changes.** In its proposal, the Offeror shall clearly address the following issues:

(a) The interest rate (or range of interest rates) upon which its proposal and financial plan are premised.

(b) Any actions which the Offeror intends to implement in order to mitigate against increased interest rates (e.g., interest rate hedges, ceilings, etc.), and the estimated time for, and costs of, implementing any such actions.

(c) The maximum interest rate at which the Offeror is prepared to deliver its proposal without changes in scope, timing, quality, or materials.

(d) How will the proposal be affected if the actual interest rate on the Offeror's construction and/or permanent financing are higher than the maximum interest rate set forth above? Will materials of lesser quality be used? Will optional amenities be deleted? Will the amounts pledged to the Reinvestment Account be reduced? Will the Offeror reduce its fees or accept a lower return on equity? Etc.

(e) How will the proposal be affected if the actual interest rates on the Offeror's construction and/or permanent financing are substantially lower than the interest rates indicated in its proposal? ("Substantially lower" being defined for this purpose as a decrease of 50 or more basis points from the interest rates shown in the proposal.) By way of example only: Will the project be enlarged in scope? Will materials of better quality be used? Will optional amenities be increased? Will the amounts pledged to the Reinvestment Account be increased? Will the Offeror increase its fees or receive higher return on equity? Etc.

(5) **Offeror's Historical Financial Status.** Five years historical audited financial statements from the Offeror including each of its subsidiaries and parent company, and all team members.

(6) **Offeror's Reinvestment Plan.** Offeror's reinvestment plan, including a description of proposed uses of all reinvested amounts (i.e., payment of utilities, construction of replacement housing units, future amenities, etc.). Those proposals that include payment of utilities in family housing units occupied by military families, dependents of military families, or Department of Defense (DOD) civilians designated as essential personnel, will be rated higher during evaluation. Those proposals which provide for future renovation or replacement of existing housing units will be given a higher rating during evaluation. If combinations of the above are proposed, the Offeror proposing the overall best value to the Government will receive the highest rating.

(7) Fifty-year Proforma Financial Information. The 50-year Statement of Operating Revenues and Expenditures Proforma should include separate line items for gross revenue, net operating income, debt service, funding for and disbursements from the mandatory escrow accounts (as defined in Attachment 2, Description/Specifications/Work Statement, paragraph 6) for maintenance of facilities and disbursements to investors. See Attachment 1, Exhibit C, for mandatory proforma format.

(8) Amenities Offered and their Related Costs. Those proposals that include optional amenities as shown in order of preference in Attachment 2, paragraph 5.g., will be given a higher rating during evaluation. However, the execution of said amenities during the Contract will be at the Government's discretion and shall not affect the validity of any other part of the Contract.

(9) Escrow Accounts. The Offeror shall define in detail, establish, and maintain the following escrow accounts for the purposes of funding construction and capital improvements. All required escrow accounts shall be established and held in federally insured financial institutions. Escrow accounts will be evaluated on a go/no go basis.

(a) Lockbox Agreement. Throughout the term of the Contract, the Government shall require the execution of a Lockbox Agreement between the Contractor, the construction lender, third party lender, and the Government, which requires that all income from the Project be deposited into a Lockbox account held by a depository institution acceptable to the Government in an account separate from all other accounts established by the Contractor. During the term of the Guaranteed Loan, or during the term of another mortgage loan secured by the Project which has been approved by the Government, the requirement for a lockbox may be satisfied by an agreement between the Contractor and the Guaranteed Lender, or the Contractor and such other approved mortgage lender, as applicable. Among other provisions, the Lockbox Agreement shall provide for the application of equity contributions from the Contractor and income from the Project substantially in the following order of priority:

(i) Reasonable and necessary operating expenses of the Project in accordance with an annual budget for the Project approved by the Government, and the Guaranteed Lender or other approved lender, if applicable; provided that for purposes of the Lockbox Agreement, operating expenses of the Project shall not include management fees paid to the Contractor or any party which is affiliated with, or has an identity-of-interest with, the Contractor or any of its principals.

(ii) Monthly deposits into the Impositions Escrow Account.

(iii) Monthly deposits into the Capital Repair/Replacement Escrow Account.

(iv) Scheduled monthly payments of principal and interest and other amounts due and payable under the Guaranteed Loan or other approved loans.

(v) Amounts, if any, necessary to restore the balance of the Performance Deposit Account (see description below).

(vi) Management fees paid to the Contractor or any party which is affiliated with, or has an identity-of-interest with, the Contractor or any of its principals, if applicable.

(vii) Monthly deposits into the Reinvestment Account (see description below).

(viii) Extraordinary expenses of the Project as approved by the Government, and the Guaranteed Lender or other approved lender, in applicable.

(ix) Balance, if any, to the Contractor.

Notwithstanding the foregoing, until the final completion of all required new construction and renovation of the Project, all equity, and the balance of income from the Project following payment of items (i), (ii), and (iii) above, shall be deposited into the Construction Escrow Account. Following final completion of the Project, Project income shall be applied in the order set forth above.

(b) Escrow for Capital Repair and Replacement of Facilities. The sole purpose of the Capital Repair/Replacement Escrow Account, including all interest thereon, shall be making capital repair and replacement to the Project.

(i) Capital Repair/Replacement Escrow Account. The Offeror shall establish and maintain, throughout the term of the Contract, a dual signature escrow account with the Offeror and the Government as co-signatories.

(ii) Account Maintenance Period. The Capital Repair/Replacement Escrow Account shall be maintained with a federally insured financial institution in an interest bearing account. During the outstanding loan period, the Capital Repair/Replacement Escrow Account may be held by the lender, but can only be used as approved by the Contracting Officer or the designated representative. Deposits into the Capital Repair/Replacement Escrow Account shall be made monthly on the first of each month. The adequacy of the Capital Repair/Replacement Escrow Account shall be analyzed annually by the Government representative. The Offeror shall, at all times, maintain the account with sufficient balance to pay for all maintenance, capital repair and replacement costs detailed in the Offeror's Technical Plan. The amount of the monthly deposit to the Capital Repair/Replacement Escrow Account may be increased or decreased without amending the Contract with Government approval.

(iii) Disbursements from the Capital Repair/Replacement Escrow Account. Disbursements from the Capital Repair/Replacement Escrow Account may be made only after receiving the written consent of the Government, or at the Government's discretion, the written consent of a lender that is providing financing to the Project. Funds shall be advanced from the Capital Repair/Replacement Escrow Account in accordance with customary commercial lending practices (i.e. disbursements shall be no more frequently than once in each calendar month, based on the actual invoices of contractors, subcontractors, materialmen and suppliers for materials and equipment or services actually provided, etc.).

(c) Escrow for Construction/Renovation of Facilities. The purpose of the Construction Escrow Account is to ensure the cashflow after debt service and reserves from the existing rental units is utilized to off-set demolition, construction, and renovation costs.

(i) The Offeror shall maintain the account until the satisfactory completion and certification of occupancy of the 840 new housing units, the renovation/replacement of the existing 1,823 housing units, and all other improvements which are to be part of this Project in accordance with the approved plans. The account, separate from all other accounts maintained by the Offeror and known as the "Construction Escrow Account", shall be established by the Offeror on or before the signing of the Contract. The account will be a dual signature account with the Offeror and the Government as co-signatories.

(ii) All operating income of the Project in excess of the normal and customary operating expenses of the Project must be deposited into this account as approved by the Government.

The Offeror shall deposit a minimum of 3% of the total project costs from its own capital. Proposals that exceed the 3% minimum owner capital contribution requirement will be rated higher for this subfactor during evaluation. Owner equity must be deposited upon issuance of Notice to Proceed. The Construction Escrow shall be maintained with a federally insured financial institution in an interest bearing account.

(iii) Account Funds Transfers. Deposits into the Construction Escrow shall be made monthly on or before the 15th of the month. The Construction Escrow, including all interest thereon, shall be used solely for the purpose of making the required improvements in the residential housing community. Disbursements from the Construction Escrow may be made only after receiving the written consent of the Contracting Officer or designated representative, or at the Government's discretion, the written consent of a lender that is providing financing to the Project. Funds shall be advanced from the Construction Escrow in accordance with customary commercial lending practices (i.e. disbursements shall be no more frequently than once in each calendar month, based on the actual invoices of contractors, subcontractors, materialmen and suppliers for materials and equipment or services actually provided.). Upon termination of the account, excess funds will be released to the Offeror upon fulfillment of his obligation under this account.

(d) Impositions Escrow Account. The Offeror shall establish and maintain, throughout the term of the Contract, an escrow account which is separate from all other accounts maintained by the Offeror and known as the "Impositions Escrow Account", to cover applicable annual tax payments and annual insurance premium payments (see Attachment 2, paragraph 4.e.). The Offeror shall deposit the estimated monthly impositions into the Impositions Escrow Account. The Impositions Escrow Account shall be maintained in an interest bearing escrow account with a federally insured financial institution. The Contracting Officer or designated representative may request proof of deposits. This condition may be satisfied by an approved escrow account with an approved Mortgagee. Proof shall be provided to the Contracting Officer or designated representative to verify the existence of the account.

(e) Performance Deposit. The Performance Deposit Account serves as a “Real Estate Management Bond”.

(1) The Offeror shall establish and maintain, throughout the term of the contract, a performance deposit account (the “Performance Deposit”) which is separate from all other accounts maintained by the Offeror. The Offeror shall deposit \$500,000.00, in the form of cash or certified funds, upon initiation of the account with a federally insured financial institution in an interest bearing account or with a commercial investment firm. The Performance Deposit shall serve as a security for the payment and performance by the Offeror of all obligations, covenants, conditions and agreements under this Contract, subject to the following terms and conditions:

(i) The Performance Deposit shall be established with the Contracting Officer or designated representative having sole disbursement of funds authority via check writing privileges. The Offeror shall maintain a minimum of \$500,000.00 in the account at all times. Once the account balance reaches \$1,000,000.00, the Government, upon the Offeror’s written request, shall return the amount over \$1,000,000.00.

(ii) If the Offeror fails to perform its obligations under the Contract, or otherwise commits a default, which is not cured within the applicable cure period, if any, the Contracting Officer or designated representative may use, apply or retain all or any portion of the Performance Deposit for the payment of any sum to which the Contracting Officer or designated representative may become entitled by reason of the Offeror’s default, or to compensate the Contracting Officer or designated representative for any loss or damage which the Government may suffer as a result of such default.

(iii) If the Offeror fails, after receiving notice of noncompliance, to accomplish the work in accordance with the Contract or fails to perform any provision of the Contract, the Contracting Officer or designated representative may, after seven days written notice to the Offeror and without prejudice to any other remedy it may have, make good such deficiencies. In such case, an appropriate Contract Modification shall be issued for the Government’s unilateral deduction from the Performance Deposit the cost of correcting such deficiencies. If the amounts in the Performance Deposit account are not sufficient to cover such amount, the Offeror shall pay the difference to the Government on demand.

(iv) If the Contracting Officer or designated representative uses or applies all or any portion of the Performance Deposit in accordance with the terms of this Contract, the Offeror shall, within seven days of written notification by the Contracting Officer, deposit an amount sufficient to restore the Performance Deposit in full to the balance of the account on the date the money was removed provided however, that the amount to be deposited will never be more than the amount to bring the account back up to \$1,000,000.

(v) If the Offeror performs all of its obligations under this Contract, and is not then in default under this Contract, the Performance Deposit, or so much of the Performance Deposit as has not been applied by the Contracting Officer or designated representative, shall be returned to the Offeror within 60 days after the expiration or termination of the Contract or the date on which the Offeror has vacated the premises, whichever is later.

(f) Reinvestment Account. The purpose of the Reinvestment Account is to protect and/or enhance the Government's investment by the Offeror designating into this account, on an annual basis, a percentage of cash flow after debt service, taxes, and preferred returns.

(1) The Government intends the successful Offeror to establish and maintain a Reinvestment Account throughout the term of the Contract. It shall be separate from all other accounts maintained by the successful Offeror.

(2) The Reinvestment Account shall be utilized for reinvestments in the Project in the form of quality of life improvements that will directly benefit military families (i.e., payment of utilities, construction of replacement housing units, future amenities, etc.).

(3) The Offeror shall designate that a certain percentage (0 - 100%) of all net cashflow after operating expenses, debt service, taxes and reserves be deposited into the Reinvestment Account.

c. **VOLUME III - MANAGEMENT PLAN.** The Offeror shall submit the required information in Volume III as listed below:

(1) **ORGANIZATIONAL STRUCTURE.**

(a) Corporate Structure. The Offeror shall submit organization charts. If the prime Offeror is to be a team arrangement, submit organization charts for each team member. Provide locations and organization charts of the corporate headquarters, regional offices and other offices. The Offeror's organization chart shall show the entire team which will be committed to this contract. Personnel on the organization chart, including support staff, team members/subcontractors, should be identified by name, discipline, task area and firm office. The chart shall clearly indicate reporting lines. The submittal shall also be sufficiently detailed to indicate the size, diversity, and organizational structure of the team. Also, indicate how the proposed project organization, relative to the office organization, will function.

(b) Resumes of Key Personnel. The submittal shall include resumes of no more than 10 key personnel to be utilized in the performance of the Contract. The resumes should clearly show proposed job title, education, special qualifications worth noting, and complete experience records showing title and specific duties, responsibilities, and assignments beginning with the present and working backwards. The resumes must clearly demonstrate the type, level and duration of experience required by this RFP. Indicate fully, the responsibilities each key member had in connection with any of the projects listed or any other projects which involved managing projects comparable to this project. Any additional information pertaining to personnel anticipated for use under the Contract will only relate to that individual's experience and ability

to perform on this Contract. Therefore, do not furnish information on individuals' social, civic or fraternal activities. Note that substitutions for key team members/subcontractors/partners after award will only be allowed with the approval of the Contracting Officer.

Experience of Affiliates, Subcontractors and Suppliers. Provide experience information required above for each Affiliate, Joint Venturer or Team Member that is expected to provide a substantial amount of effort under the Contract.

(2) CONTRACT IMPLEMENTATION PLAN. Describe the organizational approach implementing the work required of the Offeror through the life of the Contract. Describe the anticipated use of the following, as applicable:

- *Sole Entity.
- *Joint Venture.
- *Teaming.
- *Other.

Provide copies of any contractual agreements (i.e., property management contracts, operating agreements, etc.) and/or commitments binding the firm(s) to this contract. If these are not in place, provide information on how they will be implemented. This information should include, but not be limited to the following:

*What entity has overall authority for the contract?

*What entity will be managing the contract?

*Years of previous experience with team members.

*Type of past contractual agreements.

*Which entity will be responsible for design, utility work, new construction, renovation of existing housing, quality assurance, quality control, management and maintenance?

*The team's capability to do this work and how would it be performed under the contract.

*Provide information as to how you intend to accomplish design, utility work, new construction, rehabilitation of existing housing, quality assurance, quality control, management and maintenance.

*Provide information to demonstrate your ability to provide design, utility work, new construction, rehabilitation of existing housing, quality assurance, quality control, management and maintenance. Clearly and succinctly describe in narrative form, with accompanying charts and graphs if applicable, how the Offeror will:

- How it will be financed (sources and amounts of equity and debt).
- Assume control of the housing areas upon contract execution.
- Mobilize and complete the construction and renovation plan, in accordance with the Management and Technical Plans, and the Schedule.
- Utilize the financial assets to support construction and renovation, in accordance with the financial plan.
- Demobilize from construction and renovation within the four and five year time lines.
- Continue maintenance of the housing areas for the duration of the Contract, in accordance with the Organizational Plan and the Schedule.
- Provide maintenance and renovation during the term of the Contract, in accordance with the management plan.

(3) **SAMPLE TENANT LEASE.** A sample tenant lease (see Attachment 6) is provided in this RFP package to be used and is preferable. Changes may be proposed to items not identified as mandatory. Those items within the lease that are mandatory are marked with an asterisk. If said changes result in a more restrictive lease to the tenants, a lower rating may result during evaluation. If said changes result in a more favorable lease to the tenants, a higher rating may result during evaluation.

d. VOLUME IV - PAST PERFORMANCE. For each phase (i.e., construction, renovation, maintenance, and management), the Offeror shall submit narratives of a minimum of two, and not more than five previous or ongoing federal, state or local Government contracts or private/commercial contracts performed by it and/or each of its team members, their subsidiaries or parent companies during the past three to five years which are similar in nature and relevant to the efforts required by this solicitation. Narratives shall include the following information:

(1) Complete description of the project performed detailing the relevance and similarities to the effort required by this solicitation.

(2) References Provided for Contract Information Submitted. Provide an outline of how the effort required by the solicitation will be assigned for performance within the Offeror's corporate entity and/or team members and among proposed subcontractors. Information required below shall be provided for each proposed subcontractor who will perform a significant portion of the effort.

(a) Government contracting activity, contracting officer or other point of contact, address, and telephone number. For commercial property management and/or maintenance experience, you may provide name, address and telephone number of tenant associations.

(b) Government technical representative with address and telephone number. For commercial property management and/or maintenance experience, you may provide name, address and telephone number of tenant associations.

(c) Government contract administration activity, points of contact, address and telephone number. For commercial property management and/or maintenance experience, you may provide name, address and telephone number of tenant associations.

(d) Contract number.

(e) Contract award date.

(f) Contract type.

(g) Contract award amount (cost or price).

(h) Actual cost or price, or projected final cost or price.

(i) Original performance period/completion date.

(j) Actual or projected final completion date.

(3) Offerors shall include in their proposal, the written consent of their proposed significant subcontractors to allow the Government to discuss the subcontractors' past performance evaluation with the Offeror during negotiations.

(4) A narrative for each of the previous contracts listed describing the objectives achieved and any cost growth or schedule delays encountered. For Government contracts which did not/do not meet the original requirements with regard to either cost, schedule, or technical performance, provide a brief explanation of the reason(s) for such shortcomings and any demonstrated corrective action taken to avoid recurrence. The Offeror shall also provide circumstances surrounding cure notices or show cause notices received on any previous contract listed, and a description of corrective action taken.

(5) The Offeror shall also provide the above required information relative to contracts that have been terminated in full or in part, for default during the past three years to five years, to include those currently in process of such termination as well as those which are not similar to the proposed effort. The Offeror shall list each time the performance schedule was revised and provide an explanation of why the revisions were required.

(6) The Offeror shall also provide overall performance ratings (i.e., excellent, very good, satisfactory, marginal, or unsatisfactory) for all contracts submitted.

(7) In the cases where an Offeror has no previous past performance or past performance information is not available, the Offeror may be treated as an unknown performance risk and may not be rated favorably or unfavorably. Prior to determining no previous past performance, the evaluation board will consider past performance of predecessor companies, key personnel who have relevant experience, or subcontractors that will perform major or critical aspects of the Contract.

NOTE: Offerors are reminded that both independent data and data provided by Offerors in their proposals may be used to evaluate past performance. Since the Government may not necessarily interview all of the sources provided by the Offerors, it is incumbent upon the Offeror to explain the relevance of data provided. The Government may also use past performance information from other than the sources identified by the Offeror and that the information obtained will be used for both the responsibility determination and the best value decision. The Government does not assume the duty to search for data to cure problems within the proposals. The burden of providing thorough and complete past performance data remains with the Offerors. Proposals that do not contain the information required by the solicitation risk rejection or high risk rating by the Government.

e. VOLUME V - UTILIZATION OF SMALL BUSINESS CONCERNS.

1. Definitions:

(a) Small Business Concerns. For the purpose of this section, small business concerns refer to Small Business, Small Disadvantaged Business, Women-Owned Small Business, Historically Black Colleges and Minority Institutions.

(b) Prime Offeror for the purposes of this section, is defined as the firm that will be responsible for signing contract documents.

(c) Floor. "Floor" is the term the U.S. Army Corps of Engineers uses to replace the previously used term of goal. It represents the minimum level for small business performance. The Government reserves the right to renegotiate percentages for option years prior to the exercising of any contemplated option period.

2. It is the policy of the United States that small business concerns shall have the maximum practicable opportunity to participate in contract performance. It is further the policy of the United States that its prospective prime Offerors shall demonstrate the extent it plans to utilize small business concerns in any resultant contract and provide assurance in its offer that small business concerns will have maximum subcontracting opportunities in its prime contracts.

The Offeror (other than a small business concern) shall demonstrate how the firm plans to identify, commit and utilize Small Business (SB), Small Disadvantaged Business (SDB), Women-Owned Small Business (WOSB) concerns, as team members, subcontractors and/or suppliers in the performance of the resultant contract.

3. The Offeror's proposal shall demonstrate the utilization and participation of small business concerns. The proposal shall clearly state factors that demonstrate a strong commitment to use small business concerns. Enforceable commitments to use small business concerns will be weighed more heavily than non-enforceable commitments. The evaluation of utilization and participation of small business concerns is separate and distinct from the requirement at Federal Acquisition Regulation (FAR) Clause 52.219-9, Small Business and Small Disadvantaged Business Subcontracting Plan.

4. The Offeror's proposal, as a minimum, shall include:

(a) Development of percentage floors based on planned subcontracting which is challenging yet realistic. The following floors are considered reasonable and obtainable for during performance of the contract resulting from this solicitation:

40% of planned subcontracting dollars to be placed with all Small Business Concerns.

10% of planned subcontracting dollars to be placed with those Small Business Concerns owned and controlled by socially and economically disadvantaged individuals.

5% of planned subcontracting dollars to be placed with Women Owned Small Business Concerns.

(b) Past Performance in Meeting Small Business Floors. Demonstrate how floors for SB, SDB, and WOSB participation were satisfied on previous contracts. Demonstrate the extent to which the prime Offeror has historically been successful in establishing realistic, yet challenging, floors and evidences the ability to achieve them. The Offeror shall submit data on Past Performance in meeting small business floors which will demonstrate how floors for SB participation on previous contracts were satisfied. The data to be provided shall include: (1) Client/Customer; (2) Contract/Identification Number; (3) Project Description; (4) Contract Amount; and (5) Reference or Point of Contact (to include address and telephone number).

(c) Demonstrate utilization and participation of small business concerns, clearly stated factors that demonstrate strong commitments to use SBs, SDBs, and WOSBs as team members, subcontractors, and/or suppliers.

(d) Description of supplies and services to be subcontracted and planned for subcontracting to SBs, SDBs, and WOSBs.

(e) Assurances that the Offeror will include the clause at FAR 52.219-8, Utilization of Small Business Concerns and Small Disadvantaged Business Concerns in all subcontracts that offer further subcontracting opportunities, and that the Offeror will require subcontractors (including small business concerns) that receive subcontracts in excess of \$500,000 (\$1,000,000 for construction) to adopt a small business participation program similar to the requirements of the resultant contract.

5. Small and Small Disadvantaged Business Subcontracting Plan. The apparent successful Offeror will be required to submit a subcontracting plan in accordance with FAR

Clause 52.219-9, Small Business and Small Disadvantaged Business Subcontracting Plan. The requirement for the Subcontracting Plan is not applicable to small business concerns.

A sample Subcontracting Plan format is shown at Attachment #9. This sample is provided as an example for informational purposes only and is not to be construed as an all inclusive document. Offerors should not return the subcontracting plan with its proposal. Only the apparent successful Offeror will be required to submit the subcontracting plan.

EVALUATION FACTORS FOR AWARD

1. SOURCE SELECTION ADVISORY COUNCIL. The Source Selection Authority (SSA) has appointed the Source Selection Advisory Council (SSAC). The SSAC is responsible for reviewing the evaluation document prepared by the SSEB and to advise both the SSEB and SSA on selection policy issues. The identities of the SSA and the SSAC members are confidential, and any attempt by the Offerors to contact these individuals is prohibited.

2. SOURCE SELECTION EVALUATION BOARD. The Source Selection Authority (SSA) has established the Source Selection Evaluation Board (SSEB) to conduct the evaluation of proposals received in response to the solicitation. The evaluation will be based exclusively on the content of the proposal and any subsequent discussions required. The SSEB will not consider any information or data incorporated by reference or otherwise referred to. The identities of the SSEB members are confidential, and any attempt by the Offerors to contact these individuals is prohibited.

3. PERFORMANCE RISK ASSESSMENT GROUP. The Source Selection Authority (SSA) has identified specific members of the Source Selection Evaluation Board (SSEB) to perform as the Performance Risk Assessment Group (PRAG) to solely conduct analyses of Volume IV - Past Performance. The PRAG will brief the SSEB on the analyses. The SSEB will then perform the evaluation based on the input from the PRAG. The evaluation may be based upon information obtained from sources other than those identified in the proposal. The PRAG will not consider any information or data incorporated by reference. The identities of the PRAG members are confidential, and any attempt by the Offerors to contact these individuals is prohibited.

4. PROPOSAL SUBMITTAL. Proposals shall be submitted in accordance with FAR 52.215-1 and the "Instructions to Offerors" portion of this Attachment #1.

5. EVALUATION CRITERIA. A source selection evaluation plan has been developed to evaluate proposals against the factors and subfactors set forth in this solicitation. Evaluations will be conducted in accordance with the Tradeoff Process, FAR 15.101-1. Volumes I, II, III, and V will be rated using an adjectival methodology with a narrative assessment and a proposal risk rating. Volume IV will receive a performance risk rating. Proposals will be evaluated to determine ratings supported by narratives, and to identify strengths, weaknesses, deficiencies, and risks of the proposed approach in each proposal. Oral presentations shall not be evaluated or rated.

a. EVALUATION DEFINITIONS.

(1) Strength. A substantive aspect, attribute, or specific item in the proposal that exceeds the solicitation requirements and enhances the probability of successful contract performance.

(2) Weakness. A flaw in the proposal that increases the risk of unsuccessful contract performance. A significant weakness in the proposal is a flaw that appreciably increases the risk.

(3) Deficiency. A material failure of a proposal to meet a Government requirement or a combination of significant weaknesses in a proposal that increases risk of unsuccessful contract performance to an unacceptable level.

(4) Clarification. Clarifications are limited exchanges, between the Government and Offerors, that may occur when award without discussions is contemplated. If award without discussions is anticipated, Offerors may be given the opportunity to clarify certain aspects of their proposals or to resolve minor or clerical errors.

(5) Discussions. Discussions are negotiations conducted in a competitive acquisition and take place after establishment of the competitive range. Discussions are tailored to each Offeror's proposal, and shall be conducted by the contracting officer with each Offeror within the competitive range.

(6) Rating. The application of a scale of words, colors, or numbers, used in conjunction with narrative, to denote the degree to which the proposal has met the standard for a non-cost factor. For purposes of this solicitation, ratings will consist of words (adjectival method) used in conjunction with narratives. The following ratings will be used to evaluate Volumes I, II, III, and V:

(a) Excellent. The proposal demonstrates an excellent understanding of requirements and approach that significantly exceeds performance or capability standards. The proposal has exceptional strengths that will significantly benefit the Government.

(b) Good. The proposal demonstrates a good understanding of requirements and approach that exceeds performance or capability standards. The proposal has one or more strengths that will benefit the Government.

(c) Satisfactory. The proposal demonstrates acceptable understanding of requirements and approach that meets performance or capability standards. The proposal has an acceptable solution with few or no strengths.

(d) Marginal. The proposal demonstrates shallow understanding of requirements and approach that only marginally meets performance or capability standards necessary for minimal but acceptable contract performance.

(e) Unsatisfactory. The proposal fails to meet the performance or capability standards. Requirements can only be met with major changes to the proposal.

(7) Proposal Risk. These are ratings that assess the risks and weaknesses associated with each Offeror's proposed approach to performing the requirements stated in the RFP. It is an overall assessment derived from the technical evaluation and is driven by each of the subfactors within the technical factor. The following proposal risk ratings will be applied to Volumes I, II, III, and V:

(a) Low Risk. Any proposal weaknesses have little potential to cause disruption of schedule or degradation of performance. Normal Offeror effort and normal Government monitoring will probably minimize any difficulties.

(b) Moderate Risk. Approach has weaknesses that can potentially cause some disruption of schedule or degradation of performance. However, special Offeror emphasis and close Government monitoring will probably minimize difficulties.

(c) High Risk. Approach has weaknesses that have the potential to cause serious disruption of schedule or degradation of performance, even with special Offeror emphasis and close Government monitoring.

(8) Performance Risk. Past Performance ratings that assess the risks associated with each Offeror's likelihood of success in performing the requirements of the RFP based on that Offeror's demonstrated performance on recent, relevant contracts. The following performance risk ratings will be used in evaluating Volume IV:

(a) Excellent. Very Low Performance Risk. Offeror's past performance record provides essentially no doubt that the Offeror will successfully perform the required effort.

(b) Good. Low Performance Risk. Offeror's past performance record provides little doubt that the Offeror will successfully perform the required effort.

(c) Adequate. Moderate Performance Risk. Offeror's past performance record provides some doubt that the Offeror will successfully perform the required effort.

(d) Marginal. High Performance Risk. Offeror's past performance record provides substantial doubt that the Offeror will successfully perform the required effort.

(e) Poor. Very High Performance Risk. Offeror's past performance record provides extreme doubt that the Offeror will successfully perform the required effort.

(f) Unknown Performance Risk. No performance record identifiable. The Offeror has no relevant performance record. The Offeror may not be evaluated favorably or unfavorably.

6. BASIS FOR AWARD, EVALUATION FACTORS AND EVALUATION APPROACH.

Any award to be made will be based upon the best overall (i.e., best value) proposal that is determined to be the most beneficial to the Government with appropriate consideration given to the evaluation factors and subfactors shown below. Technical is slightly more important than Financial. Financial is significantly more important than Management, Past Performance and Utilization of Small Business Concerns. Management is slightly more important than Past Performance. Past Performance is more important than Utilization of Small Business Concerns. Utilization of Small Business Concerns is the least important of all volumes. Oral presentations shall not be evaluated or rated.

The evaluation factors and subfactors for each volume as defined in the “Instructions to Offerors” are listed in descending order of importance as follows:

a. VOLUME I - TECHNICAL PLAN. The order of importance for the subfactors in the Technical Plan is as follows: the Design Plan is significantly more important than the Maintenance Plan; the Maintenance Plan is significantly more important than the Future Renovation Plan; the Future Renovation Plan is significantly more important than the Construction Plan; and the Construction Plan is the least important subfactor.

(1) Design Plan. The order of importance for the subelements in the Design Plan is as follows: the Dwelling Design is significantly more important than the Site Design and Unit Renovation Plan; Site Design and Unit Renovation Plan are of equal importance and are significantly more important than Design Analysis; and Design Analysis is the least important subelement.

- (a) Dwelling Design.
- (b) Site Design.
- (c) Unit Renovation Plan.
- (d) Design Analysis.

(2) Maintenance Plan.

(3) Future Renovation Plan (Out-Years).

(4) Construction Plan.

b. VOLUME II - FINANCIAL PLAN. The order of importance for the subfactors in the Financial Plan is as follows: the Total Project Costs is slightly more important than Sources and Uses of Equity and Conditional Loan Commitment; Sources and Uses of Equity and Conditional Loan Commitment are of equal importance and are significantly more important than Affect of Interest Rate Changes; Affect of Interest Rate Changes is slightly more important than Offeror’s Historical Financial Status, Offeror’s Reinvestment Plan, Fifty-Year Proforma Financial Information, and Amenities Offered and their Related Costs; and Offeror’s Historical Financial Status, Offeror’s Reinvestment Plan, Fifty-Year Proforma Financial Information, and Amenities Offered and their Related Costs are of equal importance and are significantly more important than the Escrow Accounts. The Escrow Accounts is the least important subfactor and is evaluated on a GO/NO-GO basis.

(1) Total Project Costs.

(2) Sources and Uses of Equity (amount and timing).

(3) Conditional Loan Commitment.

(4) Affect of Interest Rate Changes.

(5) Offeror’s Historical Financial Status.

- (6) Offeror's Reinvestment Plan.
- (7) Fifty-year Proforma Financial Information.
- (8) Amenities Offered and their Related Costs.
- (9) Escrow Accounts (rated as GO/NO-GO).

- (a) Lockbox Agreement.
- (b) Escrow for Capital Repair and Replacement of Facilities.
- (c) Escrow for Construction/Renovation of Facilities.
- (d) Impositions Escrow Account.
- (e) Performance Deposit.
- (f) Reinvestment Account.

c. VOLUME III - MANAGEMENT PLAN. The order of importance for the subfactors in the Management Plan is as follows: Organizational Structure is slightly more important than the Contract Implementation Plan; Contract Implementation Plan is significantly more important than the Sample Tenant Lease; and the Sample Tenant Lease is the least important subfactor.

- (1) Organizational Structure.
 - (a) Corporate Structure.
 - (b) Resumes of Key Personnel.
- (2) Contract Implementation Plan.
- (3) Sample Tenant Lease.

d. VOLUME IV - PAST PERFORMANCE. During the source selection process, the Government will assess the relative risks associated with the Offeror's performance based upon past performance issues cited in the proposal. Performance risks are those associated with an Offeror's likelihood of success in performing the requirements of the solicitation as indicated by that Offeror's record of past performance. Performance risk will be analyzed by the Performance Risk Assessment Group (PRAG) and provided to the SSEB for evaluation.

The Government will conduct a performance risk assessment based upon the quality of the Offeror's past performance as well as that of its proposed subcontractors, as it relates to the probability of successful accomplishment of the required effort. When assessing performance risk, the Government will focus its inquiry on the past performance of the Offeror and its proposed subcontractor(s) as it relates to all solicitation requirements (i.e., management, technical and financial) including records of conforming to specifications, standards of workmanship, containing and forecasting costs, adherence to contract schedules, history of reasonable and cooperative behavior, and commitment to customer satisfaction.

A significant achievement, problem or lack of relevant data in any element of the work can become an important consideration in the source selection process. A negative finding under any element may result in an overall high performance risk rating. Therefore, Offerors are reminded to include all relevant past efforts, including demonstrated corrective action, in their proposal. Lack of a performance record may result in an unknown performance risk rating. (See Instruction to Offerors, paragraph 9.d.).

Offerors are cautioned that in conducting the performance risk assessment, the Government may use data provided by the Offeror in its proposal and data obtained from other sources. Since the Government may not necessarily interview all the sources provided by the Offerors, it is incumbent upon the Offeror to explain the relevance of the data provided. Offerors are reminded that while the Government may elect to consider data obtained from other sources, the burden of providing thorough and complete past performance information rests with the Offerors.

e. VOLUME V - UTILIZATION OF SMALL BUSINESS CONCERNS.

(1) Factors to Demonstrate Utilization and Participation of Small Businesses.

(2) Past Performance in Utilizing Small Businesses as identified in Volume V, paragraph 4.b.

7. EVALUATION APPROACH. All proposals submitted will be forwarded to the SSEB and PRAG for evaluation. During evaluation, the proposals will be rated adjectivally based on the information contained in Volumes I through V.

All proposals shall be subject to evaluation by a team of Government personnel. The content of written proposals and written responses to questions, will be evaluated to determine the degree and extent to which the requirements and objectives set forth in the solicitation are satisfied. No assumptions will be made by the Government evaluators regarding areas not defined in the Offerors' written proposal.

E&Y Kenneth Leventhal, financial consultants, will be utilized in an advisory capacity to perform financial analyses of the Offerors' Financial Plan volumes. The consultant will not perform as voting members of the evaluation teams and will not be evaluating proposals. Their responsibility is to perform financial analyses of the Offerors' proposals and to brief the Source Selection Evaluation Board of their findings. The Source Selection Evaluation Board will then use this information to evaluate and rate the proposals accordingly.

8. PREAWARD REVIEWS. The Government reserves the right to conduct a preaward survey of any Offeror under consideration to confirm any part of the information furnished by the Offeror, or to require other evidence of technical, financial, management, past performance, and other capabilities, the positive establishment of which is determined by the Government to be necessary for the successful performance of the Contract.

9. COMPETITIVE RANGE. When the SSEB has completed its evaluation, and if discussions are to be conducted, a competitive range will be established comprised of all of the most highly rated proposals. After the Government's receipt of the participating Offerors' final revised proposals, those proposals still included in the competitive range will be reevaluated based upon the supplemental information, and an award will be made without further discussions.

10. AWARD OF CONTRACT. The Government will award a contract resulting from this solicitation to the responsible Offeror whose proposal represents the best value to the Government after evaluation, all factors considered (i.e. technical, financial, management, past performance, and utilization of small business concerns). The factors to be used to evaluate offers are identified in the "Instructions to Offeror" portion of this attachment.

11. CONTRACT MANAGEMENT PROCEDURES (CMPs). CMPs will consist of detailed administrative processes and procedures describing how the Contractor will perform the functions and duties required by the terms and conditions of the Contract. After award, the Omaha District will request the Contractor to submit CMPs for review, finalization and incorporation into the Contract.

12. PROTESTS. Protests, as defined in 33.101 of the Federal Acquisition Regulation, shall be filed in accordance with FAR Subpart 33.1.

(D) If the Contracting Officer or designated representative uses or applies all or any portion of the Performance Deposit in accordance with the terms of this Contract, the Contractor shall, within seven days of written notification by the Contracting Officer, deposit an amount sufficient to restore the Performance Deposit in full to the balance of the account on the date the money was removed, provided, however, that the amount to be deposited will never be more than the amount to bring the account back up to \$1,000,000.00.

(E) If the Contractor performs all of its obligations under this Contract, and is not then in default under this Contract, the Performance Deposit, or so much of the Performance Deposit as has not been applied by the Contracting Officer or designated representative, shall be returned to the Contractor within 60 days after the expiration or termination of the Contract or the date on which the Contractor has vacated the Premises, whichever is later.

(6) REINVESTMENT ACCOUNT. The purpose of the Reinvestment Account is to protect and/or enhance the Government's investment by the Contractor designating into this account, on an annual basis, a percentage of cashflow after debt service, taxes, and preferred returns.

(i) The Government intends the Contractor to establish and maintain a Reinvestment Account throughout the term of the Contract. It shall be separate from all other accounts maintained by the Contractor.

(ii) The Reinvestment Account shall be utilized for reinvestments in the project in the form of quality of life improvements that will directly benefit military families (i.e., payment of utilities, construction of replacement housing units, future amenities, etc.).

(iii) The Contractor shall designate that a certain percentage (0-100%) of all net cashflow after operating expenses, debt service, taxes and reserves be deposited into the reinvestment account.

j. BANKRUPTCY PROVISIONS.

(1) Waiver of Automatic or Supplemental Stay. In the event of the filing of any voluntary or involuntary petition under the U.S. Bankruptcy Code (the "Bankruptcy Code") by or against the Contractor (other than an involuntary petition filed by or joined in by the Government), the Contractor shall not assert, or request any other party to assert, that the automatic stay under § 362 of the Bankruptcy Code shall operate or be interpreted to stay, interdict, condition, reduce or inhibit the ability of the Government to enforce any rights it has by virtue of this Contract, or any other rights that the Government has, whether now or hereafter acquired, against any party responsible for the debts or obligations of the Contractor under this Contract. Furthermore, the Contractor shall not seek a supplemental stay or any other relief,